CONTRACT #5 RFS # N/A

University of Tennessee

VENDOR:
Microsoft Corporation



VICE PRESIDENT FOR STRATEGIC PLANNING AND OPERATIONS

January 8, 2008

Mr. Jim White Executive Director Fiscal Review Committee 320 Sixth Avenue, North – 8th Floor Nashville, TN 37243-0057 RECEIVED

JAN 0 8 2008

FISCAL REVIEW

Dear Mr. White:

The University of Tennessee is submitting for the committee's review an extension of a contract with the Microsoft Corporation to acquire their Premier Services support for the university's Communications and Collaboration project. This project includes email, calendaring, file sharing, instant messaging, web conferencing, and discussion forums. The proposed contract provides a higher-quality level of assistance to the university to effectively support Microsoft Exchange and Active Directory. The Premier Services contract is a unique service from Microsoft that is composed of several support services above and beyond services available through normal support services. No other vendor offers this same type of expertise and service.

The effective date of the original Premier Services Support agreement with the Microsoft Corporation was January 16, 2006 at an annual cost of \$73,020. The agreement indicates invoices will be sent on each one-year anniversary date with services continuing based on the payment of the invoice. The university paid the invoice to acquire a second year of service for the period of January 16, 2007 through January 15, 2008 that resulted in cumulative expenses of \$202,120. The amount of the service has been different each year depending on the breadth and level of service expected for the year. The university proposes to acquire an additional year of service for the period of January 16, 2008 through January 15, 2009 bringing the cumulative cost of the service over a three year period to \$339,400.

We apologize for the late submittal that came to the department's attention as it prepared our internal contract processing review forms. If needed, we can allow the service to lapse if the committee has questions regarding the acquisition of these services noting that a lapse in the agreement increases the risk to the university that can be mitigated somewhat by hiring a contract expert if a problem occurs.

If you have questions or need additional information, please let me know.

Respectfully,

Sylvis Shannon Nowio

Sylvia Shannon Davis Vice President for Strategic Planning and Operations

c: Dr. John D. Petersen

Mr. Chris Cimino

Dr. David Millhorn

Mr. Anthony Haynes

Mr. Charles Peccolo

THE UNIVERSITY OF TENNESSEE REQUEST: NON-COMPETITIVE JUSTIFICATION FORMS

APPROVED:	······································
UT System Office Approval	Date
UT System Office Approval	Date

rec	ch of the request items quest cannot be consic puirements individually	lered if	finformation provided is inc	tion that <u>must</u> be individually de complete, non-responsive, or do	tailed or addressed <u>as required</u> . A es not clearly address each of the		
1)	UT Tracking Number						
2) Campus/Institute Name University Wide Administration							
3)	Short Description:		Provide Microsoft support se	ervices beyond the general mainter	nance agreement support		
4)	4) Proposed Vendor: Name: Microsoft Corporation						
	Vendor Number: 1075454			1075454			
	Vendor ID: 91-1144442			91-1144442			
5)	5) Contract Start Date:				January 16, 2008		
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :			ct are Exercised :	January 15, 2009			
7)	Total Maximum Cost	lF <u>all</u> (Options to Extend the Cont	ract are Exercised :	\$339,400.00		
8)	Approval Criteria : (select one)		use of Non-Competitive	Negotiation is in the best interes	t of the university		
	(doilest energy	X	only one uniquely qualific	ed service provider able to provi	de the service		
9)	Detailed Description	of Sen	vice to be Acquired :				
pro	e proposed Microsoft oject. This project inc rums.	Premi ludes e	er Services service agree email, calendaring, file sha	ment supports the university's Caring, instant messaging, web c	Communications and Collaboration onferencing, and discussion		
10	Explanation of the N	eed for	or Requirement Placed on	the Procuring Agency to Acqui	re the Service :		
Th Ex	e proposed contract p change and Active Di	rovide rectory	es a higher-quality level of	assistance to the university to e	effectively support Microsoft		
11	11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used:						
	The university went through an RFI and RFQ process that resulted in the selection of Microsoft products to support the university's communications and collaboration project. The Premier Services contract is a unique service from Microsoft that is composed of several support services above and beyond services available through normal support services. No						

other vendor offers this same type of expertise and service. 12) Name & Address of the Proposed Vendor/Contractor(s): (not required if proposed contractor is a state education institution) Microsoft Corporation 5335 Wisconsin Ave NW, Suite 600 Washington, DC 20015 13) Evidence of the Proposed Vendor/Contractor's Experience and Length of Experience Providing the Service : Microsoft is a known, international company that has provided the university products and support in past years. N/A 14) Documentation of Office for Information Resources Endorsement: (required only if the subject service involves information technology) N/A 15) Documentation of Department of Personnel Endorsement : (required only if the subject service involves training for state employees) 16) Documentation of State Architect Endorsement : N/A (required only if the subject service involves construction or real property related services) 17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives : The services provided under the Microsoft Premier Services agreement are unique to Microsoft and not available through another vendor. 18) Justification of Why the University Should Use Non-Competitive Negotiation Rather Than a Competitive Process: (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

	CONTRACT SUMMARY SHEET 021406									
RES#						Contract #				
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	oft Corporat;ion Description					[
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genera	l maintenance a	igreemer	ıt.							GPDA#
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2009							\$	137,280.00	\$ \$	339,400.00
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The Prem	ier Services is uni	ique to Mic	crosoft so	there is only on	e provider	available.				

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts: University of Tennessee

(Microsoft Affiliate to complete)
Premier Support Services Description Number
(Microsoft Affiliate to complete)
Schedule Number

001227676	
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This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by providing payment for the Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

Term

This Schedule will commence on <u>1/16/2008</u> (the "Commencement Date") and will expire on <u>1/15/2009</u> (the "Expiration Date").

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that you have pre-purchased for use during the term of this Schedule and applicable fees.

Description of Services

- Support Account Management, Included
- Up to 60 hours for Support Assistance, Included
- Up to 60 hours for Problem Resolution Support, Included
- Up to 400 hours for Dedicated Support Engineer, Inlouded
- 2 TAM Onsite Resource Visits (Up to 2 Days each), Included
- Unlimited User Access to Premier Online Website

Total Due From Customer: \$137,280

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Service Description:

Microsoft Contact Name:	
Address: Microsoft Corporation (Attn: Robert Van Meter)	
7000 N SH 161 LC-1/3761	
Irving, TX 75039	•
Phone: 469-775-7048 Email: robvme@microsoft.com	
Facsimile 425-708-0154	

3. CUSTOMER NAMED CONTACTS

a. Premier Customer Named Contacts: (Renew	ing customers only fill in if changes to current contacts
CSM Name:	
Address:	
	
Phone: ()	
Email:	
Facsimile: ()	
<u></u>	

MICROSOFT CORPORATION ORIGINAL CONTRACT

Microsoft Premier Support Services Description

(Microsoft Affiliate to complete)
Services Description Number.
(For Microsoft Internal Purposes Only)
MSL Number



This services description ("Services Description") is made pursuant to the Microsoft Master Services Agreement, (the "Agreement") effective as of ______, by and between the undersigned outtomer or its affiliate ("You", "You" or "Customer") and the undersigned Microsoft affiliate ("We," "Us," or "Cur"). The terms of the Agreement are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page and the Services Description terms below, which are incorporated herein by this reference.

Customer Invoice Information						
Name of Customer		Contact Name (This person receives invoices under this Services Description unless otherwise specified on Your				
University of Tennessee		purdiase order.)				
		Janice G, Vaughan				
Name of Customer or Affiliate	that executed the Agree	ement if different than the undersigned				
Street Address		Contact E-mail Address				
915 Voluniser Boulevard		lgvaughan@tennessee.edu				
2515 Dunford Hall		•				
City	State/Province	Phone				
Knoxville	אד	_ 865/974-3053				
Country	Postal Coda	Fax				
USA	37996	865/974-0296				
le veloiner						

Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. We must be in receipt of a purchase order, check, or other acceptable form of payment before We will begin providing Services. We will invoice You for additional Services performed and expenses incurred. Our invoices are payable within 30 days of receipt by You and will be directed to Your representative for payment at the address shown above unless otherwise provided in a purchase order. Notwithstanding the foregoing, multi-year Service Descriptions will be invoiced upon Our acceptance of this Services Description for year one and the remaining installments will be invoiced at the subsequent anniversaries of the Commencement Date as defined on the Fee and Named Contacts Schedule(s). We reserve the right to adjust Our fees prior to entering into any new Fee and Named Contacts Schedule(s).

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This Services Description will commence on 1-16-04 and will expire on 1-15-27 (the "Expiration Date") or the date We conclude the Services, which ever is later.

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

Cucioner		Microsoft Affiliate	, an
Name of Customer (please University of Tennesses	e print)	Name Microsoft Corporation	
Signature Signature		Signature	
Name of person signing ((2900 Print) NOV 3 0 2005	Name of person signing (please print) ORANDON THOMAS OF I	OPVIO
fleah min	eemb	Title of person signing (please print) 59455 SUPPORT MCC Date	PS1R613
Charles M. Paccolo Vice Pres. & Treasur	NOV 3 0 2005	Date 12-22-05	-

Microsoft Premier Support Services Description V6.3 (US-English) July04

page 1 of 8

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1. OVERVIEW. This Services Description describes the various types of services that may be obtained (the "Services"). In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. The Services focus on the following key areas:

Support Account Management from an assigned Microsoft resource ("Services Resource") helps to build and maintain relationships with Your management and service delivery staff and helps You arrange each element of the Premier Support to meet Your business requirements.

Workshops help You to prevent problems, increase system availability and assist with creating products and solutions based on Microsoft technologies.

Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problem is caused by Microsoft products.

Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues.

Information Services provide Your staff with the latest knowledge on Microsoft technologies to enhance Your in-house support capabilities.

- 2. AVAILABLE SERVICES. You may utilize any combination of the following Services. Unless We specify otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours You have purchased as set forth in the attached Fee and Named Contacts Schedule(s).
- **2.1 Support Account Management.** Support Account Management services are intended to help coordinate the support and services relationship. The Services Resource is Your advocate within Microsoft and facilitates a team that can provide Workshops, Problem Resolution Support, and Support Assistance. The Services Resource also serves as the point of information delivery and provides Your feedback regarding the Services to other Microsoft groups. The Services Resource can also provide the following services:
 - a. <u>Planning and Resource Facilitation</u>. At the commencement of this Service Description, an orientation and planning session can be conducted with Your management and staff via teleconference or onsite if an onsite visit has been purchased. The purpose of this meeting is to discuss the Services available, gather input regarding Your support needs, and jointly plan Your use of the Services.
 - b. <u>Status Meetings and Reporting</u>. A standard status report can be prepared on a regular basis, to summarize the Services delivered during the previous reporting period. Status meetings will be conducted to discuss Service activities, monitor Your satisfaction levels, and discuss actions or adjustments that may be required.
 - c. <u>Escalation Management</u>. Support issues that require escalation to other resources within Microsoft can be closely managed by the Services Resource to expedite resolution.
- **2.2 Workshops and Events.** Workshops are designed to reduce the number and minimize the impact of problems related to Microsoft products experienced by You. Workshops and Events can include the following:
 - a. Workshops. We can conduct instructor-led training sessions that emphasize Microsoft technologies at Your facility or on location at Microsoft. If You elect to have a Workshop conducted at Your facility, We will provide You with specifications for configuring Your environment prior to the delivery of the Workshops. Workshops are individually scoped and priced depending upon the length, delivery location and material presented. Your Services Resource can provide You with a current list of available Workshops.
 - b. <u>Events.</u> We can provide broad and deep technical development-focused presentations, combined with handson labs that provide training and facilitate Your implementations of Microsoft technologies. These Events provide the opportunity to interact with Microsoft product groups, Premier support development resources and marketing contacts. Your Services Resource can provide You with notification of scheduled Events.
- 2.3 Problem Resolution Support. Problem Resolution Support provides assistance for problems with specific symptoms encountered while using Microsoft products, where there is a reasonable expectation that the problems are caused by Microsoft products. Problem Resolution Support is available 24 hours a day, 7 days a week. Requests for support may be submitted via telephone or electronically through the Premier online website by Your designated contacts, except for Severity 1 and A which must be submitted via telephone as set forth below in Section 2.3(a). Problem Resolution Support can include any combination of the following:

a. Problem Request (Break-Fix). An assisted break-fix support request, also known as an incident, is defined as a single support issue and the reasonable effort needed to resolve it. A single support issue is a problem that cannot be broken down into subordinate issues. If a problem consists of subordinate issues, each shall be considered a separate incident. Incidents requiring an onsite visit will be charged on an hourly basis and will include charges for reasonable travel and living expenses. In certain situations, We may provide You with a modification to the commercially available Microsoft product software code to address specific critical problems ("Hotfix(es)") in response to an assisted break-fix support request. Hotfixes are designed to address Your specific problems and are not regression tested. Except as otherwise provided herein or in an Exhibit, Hotfixes may not be distributed to unaffiliated third parties without Our express written consent.

Problem resolution support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Hours-based incidents are deducted from the pre-paid hours set forth in the attached Fee and Named Contacts Schedule(s) or charged to You in arrears if all pre-paid hours have been exhausted.

You are responsible for setting the initial severity level in consultation with Us and You can request a change in severity level at any time. The incident severity will determine the response levels within Microsoft and estimated response times and Your responsibilities are defined in the following table:

1 Submission via phone only	Catastrophic business impact: Customer has complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	1et call response in 1 hour or less Microsoft Resources at customer site as soon as possible. Continuous effort on a 24x7 basis Rapid Escalation within Microsoft to Product teams Notification of Senior Executives at Microsoft	Notification of Senior executives at customer site Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority
A Submission via phone only	Critical business impact: Customer's business has significant loss or degradation of services Needs attention within 1hour	 1st call response in 1 hour or less Microsoft Resources at customer site as required. Continuous effort on a 24x7 basis Notification of Senior Managers at Microsoft 	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis² Rapid access and response from change control authority Management notification
B Submission via phone or web	 Moderate business impact: Customer's business has moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours¹ 	 1st call response in 2 hours or less Effort during Business Hours¹ only 	Allocation of appropriate resources to sustain Business Hours¹ continuous effort Access and response from change control authority within 4 Business Hours¹
C Submission via phone or web	 Minimum business impact: Customer's business is substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours¹ 	 1st call response in 4 hours or less Effort during Business Hours¹ only 	Accurate contact information on case owner Responsive within 24 hours.

Business Hours are defined as 6AM to 6PM Pacific Time, Monday through Friday excluding holidays.

² We may need to downgrade the severity level if You are not able to provide adequate resources or responses to enable Us to continue with problem resolution efforts.

You may be required to perform problem determination and resolution activities as requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data from unauthorized access and to reconstruct lost or altered files resulting from catastrophic failures.

- b. <u>Rapid Onsite Support Services</u>. You can request on-site support as an additional billable service. Our ability to provide onsite support is subject to Our resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue.
- 2.4 Support Assistance. Support Assistance provides short-term advice and guidance for problems not covered with Problem Resolution Support as well as requests for consultative assistance for design, development and deployment issues. Your Services Resource will work with You to determine Your specific Support Assistance needs.

The following are types of Support Assistance that can be utilized under this Services Description:

 a. <u>Infrastructure Support Assistance</u>. Infrastructure Support Assistance includes informal advice, guidance and knowledge transfer intended to help You implement Microsoft technologies in ways that avoid common support issues and decrease the likelihood of system outages.

These services also help You to resolve problems that are not attributed to Microsoft Products including:

- Errors caused by Your networking infrastructure, hardware, non-Microsoft software, operational procedures, architecture, IT service management process, system configuration or human error.
- Multi-vendor coordination interoperability problems. Upon Your request, We will collaborate with thirdparty software suppliers to help resolve complex multi-vendor product interoperability issues.
- b. Reviews. A review is an assessment of a specific system, application or architecture to address design, development, deployment, and supportability issues for current or planned implementations of Microsoft technologies. Each review is individually scoped and estimated prior to scheduling resources, and a written report is produced to document findings and recommendations. All requests for reviews and the applicable data must be submitted to Us no later than 60 days prior to expiration date of the applicable Fee and Named Contacts Schedule(s).
- c. <u>Development Support Assistance</u>. Development Support Assistance helps You in Your creation and development of internal applications on the Microsoft platform that integrate Microsoft technologies. Development Support Assistance specializes in Microsoft development tools and technologies.
- d. <u>Lab Access</u>. Microsoft can provide access to a lab facility to assist with product development, benchmarking and testing, prototyping and migration activities. These facilities must be scheduled in advance and are subject to availability.
- **2.5 Information Services.** Information Services provide You with technical information about Microsoft products and support tools that help You to implement and operate Microsoft products in a more efficient and effective manner. Information Services can include any combination of the following:

Included Information Services:

- a. <u>Premier online website</u>. The Premier online website provides access to the following information resources at no additional charge:
 - Regularly updated product news flashes documenting key support and operational information about Microsoft products.
 - Critical problem alerts notifying You of potentially high-impact problems.
 - · Web response tool for submitting and checking the status of support incidents.
 - Microsoft KnowledgeBase of technical articles and troubleshooting tools and guides.
- b. <u>Support Webcasts</u>. Support webcasts are regularly scheduled webcast discussions led by Our program managers, developers and professionals covering key areas of Microsoft technology. These are provided at no additional charge.

Optional Information Services where additional fees apply:

- Optional Microsoft TechNet Plus CD or DVD. Single server license of TechNet Plus provides an
 information resource that includes technical documentation, resource kits, the most recent service packs,
 and updated drivers and patches.
- Optional Microsoft Developer Network (MSDN) CD or DVD. Universal Edition, single user license of MSDN provides access to an extensive collection of programming information, development toolkits, and sample code library.
- 2.6 Additional Services. You may request changes or additions to this Services Description at any time. Additional Services that are available for purchase, and the specific terms and conditions applicable to those Services, may be set forth in this Services Description, an attached Exhibit and/or Fee and Named Contacts Schedule(s). Additional Services will be invoiced at the prevailing price at the time the Services are rendered or upon acceptance of an Exhibit and/or Fee and Named Contacts Schedule(s) referencing this Services Description. Prior to delivering additional Services, We must be in receipt of a purchase order, check or other acceptable form of payment.
- 3. PREREQUISITES AND ASSUMPTIONS. Our delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:
 - a. All Services will be provided remotely to Your locations in the United States unless otherwise set forth in an Exhibit to this Services Description. Where onsite visits are mutually agreed and not pre-paid, You will be billed for reasonable travel and living expenses.
 - All Services will be provided in the English language unless otherwise agreed to by You and Us in writing or in an Exhibit to this Services Description.
 - c. We will provide support for all United States versions of commercially released generally available Microsoft products unless otherwise set forth in an Exhibit to this Services Description or specifically excluded on the Premier online website. Support for those Microsoft products that have entered the Extended Support Phase, as defined on the Premier online website, will be charged on an hourly basis only. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Phase of support unless You have purchased such support in an Exhibit to this Services Description.
 - d. Support for pre-release products is not provided except as otherwise provided in an attached Exhibit.
 - All Services, including any additional Services purchased during the term of a Fee and Named Contacts Schedule(s) shall be forfeited if not utilized during the term of the applicable Fee and Named Contacts Schedule(s).
 - f. Support Assistance is dependent upon the availability of resources.
 - g. We can access Your system via remote dial-in to analyze problems at Your request. Our personnel will access only those systems authorized by You. We may provide You with software to assist with problem diagnosis and/or resolution. Such software is Our property and must be returned to Us promptly upon request. In order to utilize remote dial-in assistance, You must provide Us with the appropriate access and necessary equipment.
 - h. You must have access to the Internet in order to take advantage of Internet-based services.
 - i. Additional Prerequisites and Assumption may be set forth in relevant Exhibits.
- 4. YOUR RESPONSIBILITIES. This section sets forth Your performance obligations under this Services Description. Our performance is predicated upon You fulfilling the following responsibilities in addition to those set forth in Section 2.3 and any applicable Exhibits. Failure to comply with the following responsibilities may result in delays of Service.
 - a. You can designate named contacts as set forth in the attached Fee and Named Contacts Schedule(s), one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities, and internal processes for submitting support requests to Us. Each contact will be supplied with an individual account number for access to the Premier online website, support issue submission and access to Your Services Resource. In addition to the named contacts, You may also identify two types of group contacts as follows:
 - One type will receive a shared account ID that provides access to the Premier online website for information content and the ability to submit support requests through the Premier online website or by telephone.

- One type will receive a shared account ID that provides access to the Premier online website for information content only.
- b. You agree to work with Us to plan for the utilization of Services based upon the service level You purchased.
- You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- d. You agree to respond to customer satisfaction surveys We may provide to You from time-to-time regarding the Services.
- e. You agree to provide reasonable office space, telephone and high speed internet access, and access to Your internal systems and diagnostic tools to Our Services Resources that are required to be on-site.
- f. You are responsible for any travel and expenses incurred by Your employees or contractors.
- 5. ADDITIONAL TERMS AND CONDITIONS. Except as otherwise set forth in an Exhibit (or attachment to an Exhibit) to this Services Description, this section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.
 - a. Pre-existing Work. All rights in any computer code or materials developed or otherwise obtained by or for Us or Our affiliates, or You or Your affiliates independently of this Services Description ("Pre-existing Work") shall remain the sole property of the Party providing the Pre-existing Work. During the performance of the Services for this Services Description, each Party grants to the other Party (and Our contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such Services. We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Our Pre-existing Work in the form delivered to You for Your Internal business operations without any obligation of accounting or payment of royalties. Your licenses to Our Pre-existing Work are conditioned upon Your compliance with the terms of the Agreement and this Services Description and the perpetual license applies solely to Our Pre-existing Work that is left to You at the conclusion of Our performance of the Services.
 - b. Materials. All rights in any materials developed by Us (other than software code) and provided to You in connection with the Services ("Materials") shall be owned by Us except to the extent such Materials constitute Your Pre-existing Work. Upon payment in full, We grant You a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Your internal business operations and without any obligation of accounting or payment of royalties. You may sublicense the rights granted herein to Your Affiliates. All rights not expressly granted, are reserved.
 - c. Sample Code. We grant You a nonexclusive, perpetual, royalty-free right to use and modify any software code provided by Us for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code, provided that You agree: (i) to not use Our name, logo, or trademarks to market Your software product in which the Sample Code is embedded; (ii) to include a valid copyright notice on Your software product in which the Sample Code is embedded; and (ili) to indemnify, hold harmless, and defend Us and Our suppliers from and against any claims or lawsuits, including attorneys' fees, that arise or result from the use or distribution of the Sample Code.
 - d. Open Source License Restrictions. Because certain third party license terms require that computer code be generally (i) disclosed in source code form to third parties; (ii) licensed to third parties for the purpose of making derivative works; or (iii) redistributable to third parties at no charge (collectively, "excluded license terms"), the license rights that each Party has granted to any computer code (or any intellectual property associated therewith) do not include any license, right, power or authority to incorporate, modify, combine and/or distribute that computer code with any other computer code in a manner which would subject the other's computer code to excluded license terms.

Furthermore, each Party warrants that it will not provide or give to the other Party computer code that is governed by excluded license terms.

6.	Attachments:	The following Schedule(s) and Exhibits are attached at the execution of this Services Description:	
	☐ Microsoft	Premier Support Services Description Schedule: Fee and Named Contacts Schedule	

Reservation of Rights. All rights not expressly granted in this Section 5 are reserved...

Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

(Microsoft Affiliate to complete)
Premier Support
Services Description No.



This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description") by and between the customer or its affiliate ("You") as specified on the Services Description and the Microsoft affiliate ("We," "Us," or "Our") as specified on the Services Description. The terms of the Agreement, the Services Description, and applicable Exhibits are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

Term					
This Schedule will commence on	and will expire	on (the	e "expiration date	").	• • •
	16-06	1-15-0	7		

or sne

1. PREMIER SUPPORT SERVICES AND FEES. The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule.

			v. H. H.				
		Description of Servi	des -				0.55
	•	Up to 120 hours Support Account Management	•	•			
	•	Up to 40 hours Support Assistance Support					
	•.	Up to 120 hours for Problem Resolution Support					
	•	2 Onsite Resource Visits		•		,	i
	6	Up to 90 hours Proactive Support Consulting				•	
· <u>·</u>	*	Unlimited User Access to Premier Online Website		•		•	.
•	To	al Due From Customer: \$73,020			-,		

2. MICROSOFT CONTACT

Microsoft Contact: Contact for questions and notices about this Schedule and the Service Description:

Microsoft Contact Name:	,	
Address;		
Microsoft Corporation		
(Attn: Erica Marley)		
One Microsoft SAMM D/4450		
Redmond, WA 98052		
Phone: (425) 704-5768		-
Email: ericama@microsoft.com		
Facsimile: (425) 708-1515		
TOWN TO BE AN ADDRESS OF THE PARTY OF THE PARTY OF THE PARTY.	enter Harriston	

Microsoff Premier Support Services Description V6.3 (US-English) July04:

a. Premier Customer Named Contacts: (Remewing res	
CSM Name: Wade D. Humbard	
Address:	•
OIT Computer System Services	
916 Volunteer Boulevard; 200 Stokely Mngt. Cepter	
Knoxville, TN 37996	
	·
Phone: (865) 974-1580	•
Email: whumbard@utk.edu	•
Facsimile: (865) 974-4810	
	•

€Check here for MSDN or TechNet recipient if included €Check here for DVD format €Check here for CD format (default if neither are checked)	 € Check here for MSDN or TechNet recipient if included € Check here for DVD format € Check here for CD format (default if neither are checked)
CSM Name:	Named Contact Name: Rob Barker
Address:	Address: OIT Computer System Services 916 Volunteer Boulevard; 200 Stokely Mngt. Center Knoxville, TN 37996
Phone: ()	
	Phone: (865) 974-8132
Email:	Email: rbarker@utk.edu
Facsimile: ()	Facsimile: (865) 974-4810
€Check here for MSDN or TechNet recipient if Included €Check here for DVD format €Check here for CD format (default if neither are checked) Named Contact Name: Perry Newman Address: OIT Computer System Services 916 Volunteer Boulevard; 200 Stokely Mngt. Center Knoxville, TN 37996	© Check here for MSDN or TechNet-recipient if included © Check here for DVD format © Check here for CD format (default if neither are checked) Named Contact Name: Jeff Smith Address: OIT Computer System Services 916 Volunteer Boulevard; 200 Stokely Mngt. Center Knoxville, TN 37996
Phone: (865) 974-7404	Phone: (865) 974-2651
mail: pnewman@utk.edu	Email; smithj@utk.edu
acsimile: (865) 974-4810	Facsimile: (865) 974-4810

MICROSOFT CORPORATION YEAR 1 RENEWAL

* * * * * * * * * * * * * * * * * * *	For faster and more accura	We hereby certify that the	COMMENTS:		•	Item Number Service	Billing Contact Phone: 8	University of Tennessee QITY CPALM 2548 Dunford Half 915 Volunteer Blvd., Suit KNOXVILLE TN 37996 US '.	OST#135622069KT0001 QS	Wire Transfer to: ABA# 11100001-2 Acc# 3750825354	Mail 76: Microsoft Services PO Box 844510 Bank of America, Dallas TX Tax 1D# 91-1144442 DALLAS TX 752844510
Page: 1	For faster and more accurate processing, please reference your invoice number when resulting payment. Microsoft Corporation	We hereby certify that the information on this document is		Amount: \$\(\lambda \) \(\lam	PO: 45000 22.589	Service Number Service Description Premier Standard	865-974-3102 US CSM Phone: 865-974-1619 CSM Email: jeming@utk.edu	b 500 Exercises Of Tennesse Off Computer System Services 916 Volunteer Boulevald; 200 Stok KNOXVILLE IN 37996	658354 Tax ID# 91-1144442	1/30/07 PB Payment	
								liveřy. Site	30 days from invoice Region Code: PUBSLGECNT		9620348949 4500022589
	Total Amount Payable in	Totai Sale Sales Tax				Quantity Price	Phone: 425-707-8481 Jared Burns Fax: 425-708-6018 E-mail: jaburns@microsoft.com	DH.	- Assas Assatu	Agreement End Date: Support Period Start Date: Support Period End Date:	Invoice Information Contract No.; Agreement Start Date;
	129,100,00 USD	129,100.00 0.00				Extended Price	d Burns	nnet 1g payment Contacti	8002/17/70	01/15/2008 01/16/2007	001227676 01/16/2007

Purchasing Department 5723 Middlebrook Pike Knoxville, TN 37921

Ship To: C/O Pattle OIT / CPALM 2548 Dunford Hall 915 Volunteer Blvd, Suite 500 Knoxville , TN 37996-4050

Vendor Address 🤻 Vendor No. MICROSOFT ONE MICROSOFT WAY SAMM/D 4452 REDMOND WA 98052

Bill To: OIT / CPALM 2548 Dunford Hall 915 Volunteer Blvd, Suite 500 Knoxville , TN 37996-4050

Purchase Order

Information:

Date:

01/23/2007

PO Number:

4500022589

Payment Terms:

Within 30 days Due net

Delivery Date: F.O.B.

01/23/2007

Buyer:

U.T. Destination Morris Wilson

Phone:

865-974-3102

Fax:

865-974-2973

Collective Number:

10025430

ite	HE SZOTY BUMES	«Material Description	Price Per Chit	Net Amount
000	01 1 YR	Microsoft Premier Support Service	129,100.00	129,100.00
		PERIOD: 1/16/07 Through 1/15/08		
		Total Net Amount without Tax USD		129,100.00
	·	The University of Tennessee conforms to all applicable rules, regulations and relevant orders of the Secretary of Labor. Affimative action clauses and supporting regulations are incorporated by reference. 41 C.F.R. 60:1,4 sections 60-250.22, 60-741.22 and C.F.R. 61-250.10.		
				·

This	order	is i	issue	d st	ubject	to	the	tern	18	and	conditions	stated	or
refere	enced	her	eon	and	those	e Co	ontai	ned	in	any	referenced	RFQ.	

Signature						
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MICROSOFT PREMIER SUPPORT RENEWAL PROPOSAL

for University of Tennessee

Omversity of Tellin	
FEATURE	QUANTITY
PROBLEM RESOLUTION SERVICES	
Incident resolution	Lin to 90 hours
Multivendor Coordination	Up to 80 hours
Remote Diagnostic and Debug (Dial-in)	
24 X 7 Access to Support Professionals	
SUPPORT ASSISTANCE	
Proactive Services	Up to 40 hours
Health Check Workshops	
Core Technology Workshops	1.
SUPPORT CONSULTING	Unito 200 hours
	Up to 300 hours
SUPPORT MANAGEMENT SERVICES	
Planning and Resource Facilitation	Included
Status Reports and Meetings	. microbed
Incident Escalation Management	
INFORMATION SERVICES	
Unlimited-user access license to Premier	
Online website	Included
Critical Problem Alerts	Included
Product NewsFlashes	ļ
Support Webcasts	
ONSITE RESOURCE VISIT (UP TO 2	
DAYS)	2
	Market and the state of the sta
Total Due from Customer:	\$129,100

Please complete the Fees and Named Contacts as necessary and return to Microsoft along with a PO prior to January 5, 2007.

- ☐ <u>If there are changes to the Fee and Named Contacts section, please return the original to Microsoft.</u> Provide Payment Method (Purchase Order, Check, Credit Card)
- Fax a copy of all documents (Fee and Named Contacts and PO), Attention: Robert Van Meter, before mailing to Microsoft. FAX (425) 708 1515.

Mailing Address: Microsoft Corporation

Attention: Robert Van Meter 7001 SH 161 LC1/3761 Irving, TX 98052 (425) 785-5808, phone

We value the University of Tennessee as a Premier Support customer and remain committed to ensuring your success in benefiting from Microsoft products and technologies. Please let us know of any questions whatsoever. We appreciate your business.

Regards,

Robert Van Meter Joe Micholetti
Services Sales Rep Premier Support TAM
robynae@microsoft.com jeffwisel@microsoft.com
(425) 785-5808 (214) 636-6711